AMENDMENT OF SOLICITA	ON/MODIFICAT	ION OF CONTRAC	1. CONTRA	ACT ID CODE J	PAGEO	F PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. N	O.	5. PROJECT NO	).(If applic	able)
P00005	23-Nov-1999	X00244-7164-3013	!		•	
6. ISSUED BY COL	DE N00244	7. ADMINISTERED BY (If other than	item 6)	CODE N	100244	
FLEET AND INDUSTRIAL SUPPLY CENTER S REGIONAL CONTRACTS DEPARTMENT CO	SAN DIEGO	FLEET AND INDUSTRIAL SUPPLIED REGIONAL CONTRACTS DEPART				
937 NORTH HARBOR DRIVE SUTIE 212	JE 240	937 NORTH HARBOR DRIVE SU		CODE 200		
SAN DIEGO, CA 92132-0212		SAN DIEGO, CA 92132-0060	ANGENIE	NAME OF SOLI	CITATION	LNO
8. NAME AND ADDRESS OF CONTRACTOR (No.	, Street, County, State and Zip	(Code)	. AMENL	MENT OF SOLI	CHATION	i NO.
INDUSTRIAL METAL SUPPLY		96	B. DATED	(SEE ITEM 11)		
7595 RAYTHEON ROAD		<del>    .</del>		OF GOVERN A GREE	on pro N	
	CD	TOTAL XIN	A. MOD. 00244-98	OF CONTRACT/ -D-0011	OKDEK N	O.
SAN DIEGO, CA 92111	UM		B. DATEI	O (SEE ITEM 13)	)	
CODE 06ZH7	FACILITY CODE		1-Dec-199	97		
	· · · · · · · · · · · · · · · · · · ·	TO AMENDMENTS OF SOLICITATIO				
The above numbered solicitation is amended as set forth in	Item 14. The hour and date specifi	ied for receipt of Offer is e	xtended,	is not extend	ded.	
Offers must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning	•	e solicitation or as amended by one of the following knowledging receipt of this amendment on each	-			
or (c) By separate letter or telegram which includes a refere						
RECEIVED AT THE PLACE DESIGNATED FOR THE						
REJECTION OF YOUR OFFER. If by virtue of this amer provided each telegram or letter makes reference to the sol			-	or letter,		
12. ACCOUNTING AND APPROPRIATION DATA (	If required)	<u>,</u>				
AS SPECIFIED PER INDIVIDUAL	DELIVERY ORDERS					
		IFICATIONS OF CONTRACTS/ORDER ER NO. AS DESCRIBED IN ITEM 14.	S.			
A.THIS CHANGE ORDER IS ISSUED PURSUAN			ARE MAD	E IN THE		
CONTRACT ORDER NO. IN ITEM 10A.						
B.THE ABOVE NUMBERED CONTRACT/ORDE office, appropriation date, etc.) SET FORTH IN			(such as o	changes in paying		
C.THIS SUPPLEMENTAL AGREEMENT IS ENTI						-
						-
X D.OTHER (Specify type of modification and author FAR 52.217-9 OPTION TO EXTEND THE TER						
E. IMPORTANT: Contractor X is not,	] is required to sign this doc	cument and return copies	to the issu	ing office.		
<ol> <li>DESCRIPTION OF AMENDMENT/MODIFICAT where feasible.)</li> </ol>	ION (Organized by UCF sect	ion headings, including solicitation/contra	ct subject	matter		
The purpose of this modification is to exercise the 30 November 2000.	e second option year of the	above referenced contract for the per	iod 01 De	cember 1999 tif	ough	
The total estimated contract price is hereby incre	ased by \$500 000 00 from	\$1 250 000 00 to \$1 750 500 00				
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4004.29 4000,000.00	V 1,200,000.00 to V 1,1 00,000.00.				
Except as provided herein, all terms and conditions of the docun 15A. NAME AND TITLE OF SIGNER (Type or print)		as heretofore changed, remains unchanged and it A. NAME AND TITLE OF CONTRACT				
tore treated and tribe of biolick (type of pink)		ARY L. O'BRIEN / DIVISION DIRECT		CDR (1) pc or prii		
15B. CONTRACTOR/OFFEROR	· · · · · · · · · · · · · · · · · · ·	B. UNITED STATES OF AMERICA		160	. DATE S	IGNED
	B	Mary CO	ree		2-Dec-199	<b>19</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)		02	_ 000-133	•

(Signature of person authorized to sign)

EXCEPTION TO SF 30

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATIO	'ODIFICATION OF	ONTRACT	1.	TRACT ID CODE	Ē J	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE	4. REQUISITION X00244-8332		HASE REQ. NO.	5. PROJE	The state of the s
6. ISSUED BY CODE	See block 16C N00244	<del></del>		(If other than Item 6)	CODE	N00244
Fleet and Industrial Supply Center	1900244	7. ADMINISTEN	CDBI	(II other than Keni o)	CODE	1100244
Regional Contracts Department, Code 2	403/			0010	INI A	
937 North Harbor Drive	400/			ORIG	INA	
San Diego, CA 92132-0060	(619) 532-2657			• • • • • • • • • • • • • • • • • • • •	* * * * * *	* ****
		<b>.</b>	.,	<b>,</b> .		
8. NAME AND ADDRESS OF CONTRACTOR (No	., street, country, State and	ZIP Code)	( <b>/</b> )	9A. AMENDMEN	r of solic	CON NOITATION
Industrial Metal supply						
7550 Ronson Road						
San Diego, CA 92111				9B. DATED (SEE	ITEM 11)	
						NTRACT/ORDER NO.
			X	N00244-98-D-0011		
(619) 277-8200			4	10B. DATED (SEI	E ITEM 11)	
	FACILITY CODE			12-01-97		
	IIS ITEM ONLY APPLIES TO AMENDMENTS O			<u> </u>		
The above numbered solicitation is amended as					extended	is not extended
Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning	prior to the hour and date sp copies of the amendment; (b)	ecified in the solicital By acknowledging	ation or a	as amended by one of of this amendment on	the following	ig methods: of the offer submitted: or
(c) By separate letter or telegram which includes a re	ference to the solicitation and	d amendment numb	ers. FA	ILURE OF YOUR AC	KNOWLE	DGMENT TO BE
RECEIVED AT THE PLACE DESIGNATED FOR T	HE RECEIPT OF OFFERS	PRIOR TO THE HO	AN AUC	ID DATE SPECIFIED	MAY RES	ULT IN REJECTION
OF YOUR OFFER. If by virtue of this amendment you telegram or letter makes reference to the solicitation a						letter, provided each
12. ACCOUNTING AND APPROPRIATION DATA		TRATIVE CHA			ieu.	
	EM APPLIES ONLY TO MO					
IT MOD	IFIES THE CONTRACT/OR	DER NO. AS DESC	CRIBED	IN ITEM 14.		
(1) A. THIS CHANGE ORDER IS ISSUED PUR	SUANT TO: THE CH	ANGES SET FOR	TH IN IT	EM 14 ARE MADE II	N THE COI	TRACT
ORDER NO. IN ITEM 10A.	DDED IO MODIFIED TO D	EELEGT THE ADA	WUGTE	ATIVE OURNOES (		
B. THE ABOVE NUMBERED CONTRACT/(  **appropriation date, etc.)** SET FORTH IN ITE				·	such as cha	nges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS						
D. OTHER (Specify type of modification and	authority)					1.
X Mutual Agreement by both parties						
E. IMPORTANT: Contractor is X , is not requir	ed to sign this document and	return one (1) cop	oies to th	e issuing office		
14. DESCRIPTION OF AMENDMENT/MODIFICAT						
THE PURPOSE OF THIS MODIFICATION IS	S ADD FAR 13.301 "GC	VERNMENT CO	MME	RCIAL PURCHAS	E CARD"	BY REFERENCE
AND TO REVISE ORDERING OFFICERS.						
ADD THE FOLLOWING NOTE TO PARAGI	RAPH 5.2, PAGE 12:					
NOTE: FLEET AND INDUSTRIAL SUPPLY						
FAR 13.103 AND NAVSUPINST 4200.85C T					ORDERIN	G AND PAYMENT
UP TO \$100,000 AGAINST CONTRACT NO	0244-97-D-0011 TO THE	MAXIMUM EXI	ENIF	RACTICABLE.		
PAGE 15, DESIGNATION OF ORDERING	ACTIVITIES					
<b>Delete:</b> Activity: Fleet and Industrial Supp	ly Center					
Address: 937 North Harbor Drive,	San Diego, CA					
ADD: Activity: Fleet and Industrial Supply Address: Various locations	Center and Their Cus	tomers				
Address. Various locations						
EXCEPT AS PROVIDED HEREIN, ALL OTH	ER TERMS AND COND	ITIONS REMAIN	IUNCF	IANGED AND IN I	FULL	
Except as provided herein, all terms and conditions of the	locument referenced in Item 9A	or 10A, as heretofore	change	I, remains unchanged a	nd in full forc	e and effect.
15A. NAME AND TITLE OF SIGNER (Type or print				TLE OF CONTRAC		
0 1 3 11		Barbara /	۸. Dav	ris		
Shelley Growns, Vice	thesident					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	ED 16B HNITE	DSTA	TES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)	- 3-12-99	S BY WW	nature of C	Contracting Officer)	<u></u>	3116199
NSN 7540-01-152-8070	30-105	(Sigi	andre Of C	2Going Chloci)	STANI	DARD FORM 30 (REV. 10-83)
14014 7040-01-102-0070	30-103				J., 114	

AMENDMENT OF SOLICITAT	MODIFICATION OF	CONTRACT	ONTRACTIDICOD	1   2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 12-1-98	4. REQUISITION/ X00244-83323000	PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003 6. ISSUED BY CODE			D BY (If other than Item 6)	CODE N00244
FLEET AND INDUSTRIAL SUPPLY CENTER REGIONAL CONTRACTS DEPARTMENT (COD 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0600	E 2403)	_		
ATTN: B. DAVIS (619) 532-2657	Va atract assument State and	ZID Code)	(A) LOA AMENIDMEN	IT OF SOLICITATION NO.
8. NAME AND ADDRESS OF CONTRACTOR (I INDUSTRIAL METAL SUPPLY 7595 RAYTHEON ROAD SAN DIEGO, CA 92111 (619) 277-8200	vo., street, country, State and	ZIP Code)	9A. AMENDMEN	TOP SOLICITATION NO.
	DRIGINAL		9B. DATED (SE	
	J1110111111		X 10A. MODIFICA	TION OF CONTRACT/ORDER NO.
			N00244-98-D-001 10B. DATED (SE	
CODE 883217762	FACILITY CODE		01 DEC 1997	
	HIS ITEM ONLY APPLIES T			extended is not extended.
The above numbered solicitation is amended a Offers must acknowledge receipt of this amendme (a) By completing Items 8 and 15, and returning 1 or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR OF YOUR OFFER. If by virtue of this amendment telegram or letter makes reference to the solicitation	nt prior to the hour and date sp copies of the amendment; ( a reference to the solicitation THE RECEIPT OF OFFERS you desire to change an offer	pecified in the solicitati (b) By acknowledging in and amendment number PRIOR TO THE HO already submitted, su	on or as amended by one of receipt of this amendment pers. FAILURE OF YOUR JR AND DATE SPECIFIE ch change may be made b	of the following methods: on each copy of the offer submitted; A ACKNOWLEDGMENT TO BE ID MAY RESULT IN REJECTION by telegram or letter, provided each
12. ACCOUNTING AND APPROPRIATION DAT CITED ON INDIVIDUAL DELIVERY	A (If required)		STIMATED \$500,000	
13. THIS	ITEM APPLIES ONLY TO MODIFIES THE CONTRACT/OF	ODIFICATIONS OF C	ONTRACTS/ORDERS.	
(✓) A. THIS CHANGE ORDER IS ISSUED PU		ANGES SET FORTH	IN ITEM 14 ARE MADE	IN THE CONTRACT
ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT	T/ORDER IS MODIFIED TO F	REFLECT THE ADMI	NISTRATIVE CHANGES	(such as changes in paying office,
appropriation date, etc.) SET FORTH IN IT	TEM 14, PURSUANT TO THE	AUTHORITY OF FA	R 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUA	ANT TO AUTHORITY	OF:	
D. OTHER (Specify type of modification at FAR 52.217-9 OPTION TO EXTEND THE		T AND MUTUAL	AGREEMENT BY BOTH	PARTIES
E. IMPORTANT: Contractor i€ #64, X is requ	ired to sign this document and	return 1 copies to th	e issuing office	
14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by UCF se	ection headings, includ	ling solicitation/contract su	bject matter where feasible.)
THE PURPOSE OF THIS MODIFICA	TION IS AS FOLLOW	<u>s:</u>		
1. ADD CLIN 0002 FOR OPTION YEA	AR ONE			
2. OPTION YEAR ONE FOR THE PEI FOR CLIN 0002 IS HEREBY EXERC				H 30 NOVEMBER 1999
3. THE TOTAL AMOUNT OF THE C \$1,250,000.00.	ONTRACT IS INCREA	SED BY \$500,00	0.00 FROM \$750,00	00.00 TO A NEW TOTAL OF
4. REVISIONS TO FAR CLAUSE 52.2	16-21 REQUIREMENT	'S, AND 52.216-1	8 ORDERING CLA	USE
			hammad annualment	and in full force and effect
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or pr		16A. NAME	nanged, remains unchanged AND TITLE OF CONTRA	CTING OFFICER (Type or print)
Shallou Ranians 1	lice Preside	i BARBA	ARA DAVIS	
15B CONTRACTOR/OFFEROR	15C. DATE SIGI		STATES OF AMERICA	16C. DATE SIGNED
X Mouna	11/30/98	BY Bar	bara Dari	11/30/98
		- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	turn of Contracting Office-1	

N00244-98-D-0011 P00003 Page 2 of 2

#### ADD:

CLIN 0002 - OPTION YEAR ONE ESTIMATED \$500,000.00

THE TOTAL ESTIMATED AMOUNT OF THE CONTRACT IS INCREASED BY AN ESTIMATED \$500,000.00 FROM \$750,000.00 TO A NEW ESTIMATED TOTAL OF \$1,250,000.00.

## STATEMENT OF WORK, PAGE 6

# 1.1 BACKGROUND, 2<sup>ND</sup> PARAGRAPH

ADD AT THE END OF PARAGRAPH THE FOLLOWING: "ACTIVITIES ADDED UNDER THIS CONTRACT WILL NOT BE UNDER THE AUTHORITY OF FAR 52.216-21 REQUIREMENTS (OCT 1995)"

## III. APLICABLE CONTRACT CLAUSES, PAGE 15

## 52.216-18 ORDERING (OCT 1995), PARAGRAPH(a)

DELETE: 01 DEC 1997 THROUGH 30 NOVEMBER 1998 ADD: 01 DEC 1998 THROUGH 30 NOVEMBER 1999

## 52.216-21 REQUIREMENTS (OCT 19950

CAUTION: ADD AT END OF PARAGRAPH: "ACTIVITIES ADDED UNDER THIS CONTRACT WILL NOT BE UNDER THE AUTHORITY OF FAR 52.216-21 REQUIREMENTS (OCT 1995)"

AMENDMENT OF SOLICITATIO	10DIFICATION OF C	ONTRACT	1 NTRACT ID CODE		E	PAGE OF PAGES  1   1
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See block 16c	4. REQUISITION/ N00244-97-R-5199	9			NO. (If applicable)
6. ISSUED BY CODE FLEET AND INDUSTRIAL SUPPLY CENTER REGIONAL CONTRACTS DEPARTMENT (CODE 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0600	N00244 2704)	7. ADMINISTERE	D BY (	If other than Item 6)	RIGIN	S2404A
ATTN: B. DAVIS (619) 532-2657  8. NAME AND ADDRESS OF CONTRACTOR (N	o., street, country, State and	ZIP Code)	(✔)	9A. AMENDMEN	NT OF SOLICIT	ATION NO.
INDUSTRIAL METAL SUPPLY CO.				9B. DATED (SE		TRACT/ORDER NO.
7550 RONSON ROAD SAN DIEGO, CA 92111 (619) 277-8200			X	N00244-98-D-00 10B. DATED (S	11	
CODE 067H7	FACILITY CODE		,,	25 NOV 97		
11. Ti	HIS ITEM ONLY APPLIES TO					7
The above numbered solicitation is amended a Offers must acknowledge receipt of this amendmen (a) By completing Items 8 and 15, and returning 1 or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR OF YOUR OFFER. If by virtue of this amendment telegram or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION DATA	at prior to the hour and date sp copies of the amendment; ( a reference to the solicitation THE RECEIPT OF OFFERS you desire to change an offer and this amendment, and is	ecified in the solicital b) By acknowledging and amendment num PRIOR TO THE HC already submitted, si	receipt bers. f UR AN	as amended by one of this amendment FAILURE OF YOU! ID DATE SPECIFIE Inge may be made t	R ACKNOWLE ED MAY RESU by telegram or le	DGMENT TO BE LT IN REJECTION
13 THIS I	TEM APPLIES ONLY TO MO	ODIFICATIONS OF	CONTR	ACTS/ORDERS.		
IT MO  (1) A. THIS CHANGE ORDER IS ISSUED PU	DIFIES THE CONTRACT/OF	RDER NO. AS DESC HANGES SET FORT	RIBED	) IN ITEM 14.	IN THE CONT	RACT
ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT	ORDER IS MODIFIED TO F	REFLECT THE ADM	INISTE	RATIVE CHANGES	S (such as chan	ges in paying office,
X appropriation date, etc.) SET FORTH IN IT  C. THIS SUPPLEMENTAL AGREEMENT	EM 14. PURSUANT TO THE	E AUTHORITY OF F	AR 43.	103(b).		
C. THIS SUPPLEMENTAL AGREEMENT	15 ENTERED INTO FORSO,	ANT TO ACTIONS	101.			
D. OTHER (Specify type of modification an	d authority)					
E. IMPORTANT: Contractor is not, X is	required to sign this docume	nt and return 1 copi	es to th	e issuing office	**************************************	
14. DESCRIPTION OF AMENDMENT/MODIFICATION IS TO HILL APPLICABLE CONTRACT CLAUSES: PAGE	CORRECT PERIOD OF PE	REORMANCE AS E	ding so	olicitation/contract s <b>NS:</b>	ubject matter w	here feasible.)
DELETE: 01 DEC 1997 THROUGH 30 SEPT ADD: 01 DEC 1997 THROUGH 30 NOV 19						
PERIOD OF PERFORMANCE, PAGE 19 DELETE: ENDING 30 SEPT 1998 ADD: ENDING 30 NOV 1998						
PERIOD OF PERFORMANCE, OPTION IDELETE: 01 OCTOBER 1998 TO 30 SEPTEIADD: 01 DECEMBER 1998 THROUGH 30 PERIOD OF PERFORMANCE, OPTION IDELETE: 01 OCTOBER 1999 TO 30 SEPTEIADD: 01 DECEMBER 1999 TO 30 NOVE PERIOD OF PERFORMANCE, OPTION IIIDELETE: 01 OCTOBER 2000 TO 30 NOVE PERIOD OF PERFORMANCE, OPTION IV DELETE: 01 OCTOBER 2001 TO 30 NOVE PERIOD OF PERFORMANCE, OPTION IV DELETE: 01 OCTOBER 2001 TO 30 SEPTEMADD: 01 DECEMBER 2001 TO 30 NOVEMADD: 01 DECEMBER 2001 TO	MBER 2000 MBER 2000 MBER 2001 MBER 2001 MBER 2001 MBER 2002 MBER 2002					
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or provided in the 15A).	ne document referenced in Item 9 rint)	I 16A. NAME	: AND	THE OF CONTRA	and in full force	ER (Type or print)
Shallon Romanis it	a Dans do.	→ MARY	L. (	BRIEN		
158. CONTRACTOR/OFFERSR	15C. DATE SIG	1 (1/1/	7	ATES OF AMERICA	A	16C. DATE SIGNED
Oh - Dain	~>17-10-	-98 B	ar	Y CHI	un	7-14-98

/

AMENDMENT OF SOLICITATION	DIFICATION OF	CONTRACT	J. THE J	CODE	1   1
. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 12 MAY 98	4. REQUISITION/PURC N00244-97	-R-5199	5. PROJEC	T NO. (If applicable)
S. ISSUED BY CODE	N00244	7. ADMINISTERED BY	(If other than Item 6)	CODE	N00244
FLEET AND INDUSTRIAL SUPPLY CENT 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0060 NADINE TAVARES, CODE 2414, (619)532		SAME AS BLOCK 6	Ol	RIGIN	
B. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and ZIP C	ode)	(V) 9A. AMENDN	MENT OF SOLICI	TATION NO.
INDUSTRIAL METAL SUPPLY CO. 7550 RONSON ROAD SAN DIEGO, CA 92111			10A. MODIFINO.	N00244-98-1 O (SEE ITEM 1.	3)
CODE 06ZH7	FACILITY CODE			25 NOV	97
11. THIS ITEM  The above numbered solicitation is amended as so	ONLY APPLIES TO			is extended	is not ex-
Offers must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which i RECEIVED AT THE PLACE DESIGNATED FOR THE RECE virtue of this amendment you desire to change an off reference to the solicitation and this amendment, and is  12. ACCOUNTING AND APPROPRIATION DATA N/A	copies of the amendmentudes a reference to the scient OF OFFERS PRIOR TO Tier already submitted, such received prior to the opening (If required)	ent; (b) By acknowledging oblicitation and amendment HE HOUR AND DATE SPEC change may be made by to g hour and date specified.	receipt of this amend numbers. FAILURE ( IFIED MAY RESULT I telegram or letter, pr	ment on each c DF YOUR ACKN N REJECTION C ovided each tel	OWLEDGMENT TO BE
13 THIS ITEM AP	PLIES ONLY TO MO	DIFICATIONS OF C	ONTRACTS/OF	RDERS,	
A.THIS CHANGE ORDER IS ISSUED PURSO TRACT ORDER NO. IN ITEM 10A.		ry) THE CHANGES SET	FORTH IN ITEM 14	ARE MADE II	
X B. THE ABOVE NUMBERED CONTRACT/OF appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF PAR 45	ATIVE CHANGES ( 3.103 (b).	such as changes i	n paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUAN	IT TO AUTHORITY OF:			
D.OTHER (Specify type of modification and aut.	hority)				
E. IMPORTANT: Contractor X is not,	is required to sign this			s to the issuir	
14. DESCRIPTION OF AMENDMENT/MODIFICAT	TION (Organized by UCF sec	tion headings, including so	olicitation/contract su	bject matter who	ere feasible.)
THE PURPOSE OF THIS ADMINISTRAT			8 ABOVE.		
B. EXCEPT AS PROVIDED HEREIN, AL FORCE AND EFFECT.	L OTHER TERMS AN	ND CONDITIONS RE	EMAIN UNCHA	NGED AND	IN FULL
Except as provided herein, all terms and conditions of tand effect.		tem 9A or 10A, as heretofo			
15A. NAME AND TITLE OF SIGNER (Type or prin	ı,	MARY L. O'BRIE			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATI	S OF AMERICA	reen	16C.DATE SIGNED 5-13-98
(Signature of person authorized to sign)		(Signatu	of Contracting Off	icer)	

צטו וכוי	TATION/CO	NTRACT/ORDE O	R COMMERCIAL	ITEMS	1. REQ	NC TI	NUMBER	PAGE 1-OF 30
			12, 17, 23, 24, & 30		N0024	<u> 16</u>	64-3013	
2. CONTRACT N		3. AWARD.EFFECTIVE	4. ORDER NUMI	BER			N NUMBER	6. SOLICITATION ISSUE DATE
N00244-98-[	D- <u>0011</u>	DATE:01 Dec 1997					R-5199	27 July 1997
7. FOR SOLICITA	ATION	a. NAME			i		NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
INFORMATION	N CALL:	Barbara Davis, Code	<u> 2403</u>			<u>532-2</u>		
9. ISSUED BY			CODE N00244	4	CQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS	12. DISCOUNT TERMS
FLEET AND	INDUSTRIA	AL SUPPLY CENTER					BLOCK IS MARKED	
CODE <u>2403</u>				SET AS		%FOR	SEE SCHEDULE  13a. THIS CONTRACT	IS A RATED ORDER
937 N.HARE	3OR DRIVE ), CA 92132-	0060			L BUSINESS L DISADV. BUS	NESS	UNDER DPAS (15 CFR	
SAN DIEGO	), CA 92132-			□ 8(A)			13b. RATING	
		ORIG	INAL	SIC: 331			14. METHOD OF SOLICITA	TION
				l	NDARD: 1,000	emp.	RFQ I	B X RFP
15. DELIVER TO	ual Delivery (	Orders	CODE		iistered by nd Industria	l Supr	olv Center	CODE
See maiviau	iai Delivery	<u>Jideis</u>		937 No	rth Harbor I	<u> Drive</u>		
				San Die	ego, CA 92	132-00	060	
17a. CONTRAC	TOR/	CODE 06ZH7	FACILITY	18a. PAYN	MENT WILL BE	MADE B	Υ	CODE
OFFEROR		30	CODE	See Ind	dividual Del	ivery (	Orders	
7595 Raythe	<u>etal Supply C</u> eon Road		VED AS TO FOI.	11	ilvidudi Doi		<u></u>	
San Diego.			VED AS TO FOLL  VD LEGALITY	1				
		/ E/ ^"						
TELEPHONE NO	o. <u>( 619) 277-820</u> 0	o ( )			(O.O.E.C.)	TO ADDI	RESS SHOWN IN BLOCK 18a	INI ESS BLOCK
☐ 17b. CHECK	(IF REMITTANCE	IS DIFFERENT AND PUT SUC	CH ADDRESS IN OFFER	1	OW IS CHECKE		SEE ADDEND	UM
19. ITEM NO.		20. SCHEDULE OF SUPPLIE	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Wide Array	of Metal - Base Year	Estim	ated	1	LO	\$750,000.00	\$750,000.00
<u>0001</u>	***************************************	ment (1) for Complete		<u> </u>				
25 ACCOUNTIN	NG AND APPROP	PRIATION DATA				<u> </u>	26. TOTAL AWARD AMOU	NT (For Govt. Use Only)
	ual Delivery						F 11	, co ooo oo
□ az acus	NTATION INCORE	PORATES BY REFERENCE FA	P 52 212-1 52 212-4 FA	R 52 212-3 A	ND 52 212-5 AF	RE ATTA		'50,000.00 ] ARE NOT ATTACHED
	RACT/PURCHAS	E ORDER INCORPORATES B'	Y REFERENCE FAR 52.2	12-4, FAR 52.	.212-5 IS ATTA	CHED. A	ADDENDA XX ARE LI ARE	NOT ATTACHED.
28. CONTRACT	OR IS REQUIRED	TO SIGN THIS DOCUMENT A	AND RETURNCO	PIES TO 2	29. AWARD OF	CONTRA /5/9	ACT: REFERENCE 9.7 - R - 5	TATION (BLOCK 5).
FORTH OR	OTHERWISE IDE	ENTIFIED ABOVE AND ON AN'	ADDITIONAL SHEETS		INCLUDING	ANY ADI	DITIONS OR CHANGES WHICE ED AS TO ITEMS:	H ARE SET FORTH
30a. SIGNATUR	RE OF OFFEROR	CONTRACTOR	ILICEIN.	31a. UNIT	TED STATES O	F AMER	CA (SIGNATURE OF CONTRA	ACTING OFFICER)
					lary	()	Drien	
		ER (TYPE OR PRINT)	30c. DATED SIGNED	31b NAM	E OF CONTRA	CTING C	PFFICER (TYPE OR PRINT)	31c. DATE SIGNED
See Attache	ed SF 1449			Mary C	)'Brien			11-25-9
32a. QUANTIT	Y IN COLUMN 21	HAS BEEN		33. SHIP	NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR
RECEIVED	D INSPECT			☐ PART	TIAL   FI	NAL		
		TO THE CONTRA	CT, EXCEPT AS NOTED	36. PAYM		L		37. CHECK NUMBER
		D COUT DEDDECENTATIVE	32c. DATE	38 S/R A	PLETE C	PARTI BER	AL FINAL  39.S/R VOUCHER NUMBER	40. PAID BY
32b.SIGNATURI	E OF AUTHORIZE	ED GOVT. REPRESENTATIVE	320. DATE					_
				42.a. RE0	CEIVED BY (Pri	nt)		
41a. I CER	RTIFY THIS ACCO	OUNT IS CORRECT AND PROP	PER FOR PAYMENT			-41c>		1
		CERTIFYING OFFICER	41c. DATE	42b. REC	CEIVED AT (Loc	ation)		
				42.c DAT	E REC'D (YY/M/	M/DD)	42d. TOTAL CONTAINERS	<del>"</del> .
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		AL DEDDODUCTION	I.,				STANDARD	FORM 1449 (10-95

SENT BY: UNITED STATES NAVY	:11- 3- <b>97</b> ; 3:38P	M ; FISC:CON	TRACTS: SDCA→	61 <b>9</b> 27	7 3865;# 2/ 3
AMENDMENT OF SOLICITATION/M	FICATION OF	ONTRACT	1. CON STID COL	· · · · · · · · · · · · · · · · · · ·	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION X0025447164301	VPURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)
0002 B ISSUED BY CODE	03 NOV 1997 N00244		ED BY (If other than Item 6	CODE	
6. ISSUED BY CODE FLEET AND INDUSTRIAL SUPPLY CENTER REGIONAL CONTRACTS DEPARTMENT (CODE: 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0600		7. ADMINISTER	CD ST (II dina) that item	, 5552	
ATTN: BARBARA DAVIS (619) 532-2657		7/0 Codo)	(/) BA. AMENDME	NT OF SOLIC	ITATION NO
8. NAME AND ADDRESS OF CONTRACTOR (No.	., street, country, State and	ZIP Code)			TATION NO.
Industrial Metalso 7595 Raytheon F	Spides		X N00244-97-R-51		
7595 Kaytheon R	joud		9B. DATED (SE 97 JULY 27	:E( EM 11)	
San Diejo, Califor	rnia 9211	1	10A. MODIFICA	TION OF CO	NTRACT/ORDER NO.
			108. DATED (5	EE ITEM 11)	
CODE 11 TH	FACILITY CODE IS ITEM ONLY APPLIES T	O AMENDMENTS	OF SOLICITATIONS		
Offers must acknowledge receipt of this amendment (a) By completing items 8 and 15, and returning 1 cc (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR T OF YOUR OFFER. If by virtue of this amendment ye telegram or letter makes reference to the solicitation to 12. ACCOUNTING AND APPROPRIATION DATA	opies of the amendment; (b) ference to the solicitation an HE RECEIPT OF OFFERS ou desire to change an offer and this amendment, and is	By acknowledging r id amendment numb is PRIOR TO THE H is already submitted, t	eceipt of this amendment of lers. FAILURE OF YOUR OUR AND DATE SPECIFI such change may be made	ACKNOWLED  ED MAY RESI  by telegram or	IGMENT TO BE JULT IN REJECTION
13. THIS IT	EM APPLIES ONLY TO M	ODIFICATIONS OF	CONTRACTS/ORDERS.	• · · · · · · · · · · · · · · · · · · ·	
(/) A. THIS CHANGE ORDER IS ISSUED PUR	IFIES THE CONTRACT/O	RDER NO. AS DES HANGES SET FOR	THIN ITEM 14 ARE MAD	E IN THE CON	ITRACT
OPDER NO IN ITEM 104					
B. THE ABOVE NUMBERED CONTRACT/ appropriation date, etc.) SET FORTH IN ITE	ORDER IS MODIFIED TO I	REFLECT THE ADI	VIINISTRATIVE CHANGE: FAR 43.103(b).	s (such as cha	nges in paying omce,
C. THIS SUPPLEMENTAL AGREEMENT IS	SENTERED INTO PURSU	ANT TO AUTHORI	TY OF:		
D. OTHER (Specify type of modification and	authority)				
E. IMPORTANT: Contractor is not, is re  14. DESCRIPTION OF AMENDMENT/MODIFICA	quired to sign this documen	t and return 1 copl	es to the issuing office	white of the Mary	where familie !
THE PURPOSE OF THIS AMENDMENT IS TO DE OFFERS (BAFO).					
SEE PAGE 2 OF 2					
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print	document referenced in Nem (	BA or 10A, as heretofo	re changed, remains unchang IE AND TITLE OF CONTR	ed and in full for	pe and effect. ICER (Type or print)
Shalts P-	$\mathcal{D}$	11 -	CARL TILL OF CONTIN	, ,,,,,	and the second s
15B CONTRACTOR/OFFEROR	15C. DATE SIG	NED 168, UNI	ED STATES OF AMERIC	A	16C. DATE SIGNED
S Moun	11-6-9	) BY			
(Signature of person euthorized to skip) NSN 7540-01-152-8070	30-105		ignature of Contracting Officer)		NDARD FORM 30 (REV 10 83)
PREVIOUS EDITION UNUGABLE	<b>351100</b>				(48 CFR) 53,243

N00244-97-R-5199 Page 2 Amendment 0002

8F1449, PAGES 3,4,5,6 AND 7 CHANGE UNIT OF ISSUE FOR:

FSC NIIN UNIT OF ISSUE

9530 010295071 FROM: SL TO: FT

# ATTACHMENT (1) ITEM DESCRIPTION DISKETTES DELETE IN THEIR ENTIRETY:

FSC: 9505 NIIN: 00-287-9840 FSC: 9540 NIIN: 01-293-6210 FSC: 9540 NIIN: 01-373-5101

FSC: 9525 NIIN: 00-277-6045, WIRE, NON ELECTRIC

DELETE: QQ-L-171, GRADE A

ADD: STANDARD GRADE A COMMERCIAL WIRE

FSC: 9515 NIIN: 00-222-4364, PLATE, FLOOR METAL

DELETE: B1 PATTERN NO. 8

ADD: B PATTERN

BEST AND FINAL OFFERS MUST BE RECEIVED BY 3:00 P.M. ON 10 NOVEMBER 1997. AT THAT TIME, NEGOTIATIONS WILL BE CONSIDERED TO BE CLOSED. ANY COMMUNICATION RECEIVED AFTER THAT TIME WILL BE HANDLED IN ACCORDANCE WITH FAR 52.215-10, "LATE SUBMISSIONS, MODIFICATION AND WITHDRAWALS OF PROPOSALS." TELEGRAPHIC RESPONSES TO THIS REQUEST FOR BAFO ARE NOT AUTHORIZED. HANDCARRIED RESPONSES MUST BE DELIVERED TO THE ADDRESS IN BLOCK 9 OF STANDARD FORM 1449. YOUR PROPOSAL MUST BE IDENTIFIED AS A BAFO AND MUST INCLUDE A STATEMENT THAT EXTENDS THE VALIDITY AND ACCEPTANCE OF YOUR OFFER FOR SIXTY (60) DAYS AFTER CLOSING DATE OF NEGOTIATIONS.

UPON RECEIPT OF THE BAFO, A FINAL EVALUATION WILL BE MADE OF YOUR PROPOSAL AND THE SELECTION DECISION WILL BE MADE IN ACCORDANCE WITH THE EVALUATION CRITERIA ESTABLISHED IN THE SOLICITATION. NO FURTHER INFORMATION OR THE STATUS OF THE AWARD CAN BE GIVEN UNTIL A CONTRACT IS AWARDED.

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IMS

Amendment 0001 is issued to open discussions, issue Revised Standard Form 1449, Pages 2-7 along with revised/additional pages to solicitation N00244-97-R-5199.

**DELETE:** Pages 2 - 7

SUBSTITUTE: Amendment 0001, Pages 2 - 7, Enclosure (1)

**DELETE:** Page 13

SUBSTITUTE: Amendment 0001, Page 13, Enclosure (2)

ADD: Amendment 0001, Page 14A, Enclosure (3)

**DELETE:** Page 25

**SUBSTITUTE**: Amendment 0001, Page 25, Enclosure (4)

ADD: Amendment 0001, Page 37A, Enclosure (5)

**DELETE:** Page 38

SUBSTITUTE: Amendment 0001, Page 38, Enclosure (6)

**DELETE:** Page 39

SUBSTITUTE: Amendment 0001, Page 39, Enclosure (7)

Questions/discussions must be in writing and addressed to Barbara Davis, Contracting Officer, during the period of 23 October 1997 to 3:00 P.M. October 31, 1997. Questions may be FAXED to (619) 532-2575.

Closing date for Best and Final Offers (BAFO) will be established in forthcoming amendment.

Enclosures: (1) Pages 2 - 7

- (2) Page 13
- (3) Page 14A
- (4) Page 25
- (5) Page 37A
- (6) Page 38
- (7) Page 39

SOLICIT	ATION/COI		R COMMERCIAL 12, 17, 23, 24, & 30		1. REQUI		NUMBER 643013	PAGE 1 OF 39
					İ		N NUMBER	6. SOLICITATION
2. CONTRACT NO	<b>D</b> .	3. AWARD.EFFECTIVE DATE	4. ORDER NUME	SEK			R-5199	ISSUE DATE 24 JULY 1997
7. FOR SOLICITA	TION	a. NAME	1		b. TELEF	HONE	NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
INFORMATION		BARBARA DAVIS, C	ODE 2403		61953	22657		25 AUG 97 3 P
9. ISSUED BY			CODE N00244	10. THIS ACQU			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
		L SUPPLY CENTER			. 0/	EOD.	SEE SCHEDULE	
CODE 210A9		CER		SET ASIDE	•	FOR	13a. THIS CONTRACT	IS A RATED ORDER
937 N.HARB		0040		SMALL BU		NESS	UNDER DPAS (15 CFR	
SAN DIEGO 619 532 2690		UZ 1Z		☐ 8(A)			13b. RATING	
EAV 040 520	2575			SIC: 3312			14. METHOD OF SOLICITA	TION
FAX 619 532	25/5			SIZE STANDAF	RD: 1,000 €	emp.	RFQ IF	
15. DELIVER TO			CODE	16. ADMINISTE	RED BY			CODE
			can my	18a. PAYMEN	TWILL BE M	AADE BY	Y	CODE
17a. CONTRACT OFFEROR		CODE SOST	FACILITY	10a. PATIVILIN	1 WILL DE 10		•	
IN	dostria	1 Metal SUP1	oly Co					
750	is Rayt	the on Road	t					
Sa	n Diero	1 Metal Supp theon Road , Can 92111						
		77-8200					RESS SHOWN IN BLOCK 18a (	JNLESS BLOCK
	IF REMITTANCE	IS DIFFERENT AND PUT SUCH	H ADDRESS IN OFFER	BELOW I	S CHECKED	). 22.	SEE ADDENDO	24.
19. ITEM NO.		SCHEDULE OF SUPPLIES	SSERVICES	QU.	ANTITY	UNIT	UNIT PRICE	AMOUNT
	SEE PAGE	S 2 THROUGH 7		į				
		DIATION DATA	-,-				26. TOTAL AWARD AMOUN	NT (For Govt. Use Only)
25. ACCOUNTIN	G AND APPROPI	RIATION DATA						
				2 50 040 0 AND 5	20 040 E ADE	= ATTA	CHED ADDENDA XI ARE	ARE NOT ATTACHED
27a. SOLICI	TATION INCORP	ORATES BY REFERENCE FAR ORDER INCORPORATES BY	R 52.212-1, 52.212-4. FAI REFERENCE FAR 52.21	R 52.212-3 AND 5 2-4, FAR 52.212-	52.212-5 ARI 5 IS ATTAC	HED. A	DDENDA ARE ARE	NOT ATTACHED.
28 CONTRACTO	OR IS REQUIRED	TO SIGN THIS DOCUMENT A	ND RETURNCOF	PIES TO   29. A	WARD OF C	ONTRA	ACT: REFERENCE YOUR OFFER ON SOLIC	OFFER
THE ISSUING OF	FICE CONTRAC	TOR AGREES TO FURNISH A NTIFIED ABOVE AND ON ANY	ND DELIVER ALL ITEMS	IN			DITIONS OR CHANGES WHICH	HARE SET FORTH
SUBJECT TO	THE TERMS AN	ND CONDITIONS SPECIFIED H	EREIN.	H 31a UNITED	EREIN, IS A	AMERI	ED AS TO ITEMS: CA ( <i>SIGNATURE OF CONTRA</i>	CTING OFFICER)
30a. SIGNATUR	E OF OFFEROR/	CONTRACTOR		0.0.				
<u> </u>	TITLE OF CICLE	R(TYPE OR PRINT)	30c. DATED SIGNED	31b NAME OF	CONTRAC	TING O	FFICER (TYPE OR PRINT)	31c. DATE SIGNED
30b. NAME AND	TITLE OF BIGINE	ERG(TTE OR FRINT)	600. 571125 6101125					
Shelley 32a. QUANTITY	IN COLUMN 21 H	. Vice Prosident	8-25-G)	33. SHIP NUN	MBER		34. VOUCHER NUMBER	5.AMOUNT VERIFIED CORRECT FOR
☐ RECEIVED	☐ INSPECTI	ED ACCEPTED, AND C	ONFORMS	☐ PARTIAL	☐ FIN	IAL		
□ KEOCI4ED	[	TO THE CONTRAC	T, EXCEPT AS NOTED	36. PAYMENT				37. CHECK NUMBER
				COMPLET		PARTI	AL FINAL  39.S/R VOUCHER NUMBER	40. PAID BY
32b.SIGNATURE	OF AUTHORIZE	D GOVT. REPRESENTATIVE	32c. DATE	38. S/R ACCO	JUNI NUMB	DER	39.3/R VOOCHER HOMBER	
				42.a. RECEIV	ED BY (Prin	ħ		
	TIEV TUIC 1000	UNT IS CORRECT AND PROPE	ER FOR PAYMENT	4				_
		CERTIFYING OFFICER	41c. DATE	42b. RECEIVI	ED AT (Loca	tion)		
				40 - DATE DE	CID (VVIII)	(OO)	42d, TOTAL CONTAINERS	
				42.c DATE RE	C C (TT/MIM)	) (	TEG. TOTAL CONTINUENCE	
			•					

## I. THE FOLLOWING INFORMATION REPLACES SF 1449, BLOCKS 19 - 24:

This request for proposal seeks offers from commercial suppliers for delivery of a wide array of Federal Supply Class (FSC) 9500, Metal Bars, Sheets as listed in the contract's item description, Attachment (1) Diskettes. For evaluation purposes the Government has selected 10% of the each sub-class (i.e., 9505, 9510, 9515, 9520, 9525, 9530, 9535, and 9540) of FSC 9500. The contractor is required to propose a Unit Price for the items shown below:

NOTE: For a complete description of item, the contractor may cross reference NIIN numbers listed on pages 2 and 3 with identical NIIN numbers listed numerically in each sub-class on (Microsoft Excel) diskette.

STAN	DARD FORM	1449, BLOCK	s 19 - 24	-	
1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	FEDERAL	SUPPLY	CLASS	9500	
	EVERY SELE				
FSC	NIIN	Est. Annual	Unit of	Vendors	TOTAL
	•	Quantity	Issue	Unit Price	PRICE
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2,25	\$ 76.50
9505	005961404	330	FT	\$ .14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	F"I'	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15.50	\$ 1426.00
9515	002044583	116	SH	\$ /33.00	\$ 15.428.00
9515	002044581	52	SH	\$ 166.00	\$ 8633.00
9515	002224364	20	PM	\$ 750.00	\$ 15,000.00
9515	002044585	50	SH	\$ 108.00	\$ 5400.00
9515	002044622	4	PM	\$ 2740.00	\$ 10960.00
9520	002774913	5588	FT	\$ .67	\$ 3743.96
9520	002774914	4000	FT	\$ .85	\$ 3400.00
9520	002774934	1400	FT	\$ .57	\$ 798.00
9520	002777298	84	FT	\$ 4,12	\$ 346.08
9520	002775986	2202	FT	\$ ,40	\$ 880.80
9525	002777829	24	CL	\$ 607.00	\$ 14,568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00

	BASE YEAR	CONTINUED	The second of th		
T8Ç	MIIN	Est. Annual	Unit of	Vendors	Total
		Quantity	Issue	Unit Price	Price
9530	010295071	20	F+	\$ 1218,00	\$ 24,360,00
9530	010930048	20	FT	\$ 226.00	\$ 15,520,00
9530	010156939	2	<b>FA</b>	\$ //21.00	\$ 2342.00
9530	001078501	10	FT	\$ 20055	\$ 2065.50
9530	010170817	44	FT	\$ /30.00	\$ 5808.00
9530	002382146	10	ZA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5,540.00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.70	\$ 6208.00
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128,00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8.20	5 721.60
9540	005422751	100	27	\$ 14.32	\$ 1430.00
9540	005422749	100	FT	\$ 17,50	\$ 1750,00
9540	005422708	308	FT	s 3.95	\$ /216,60
	TOTAL				219,620,94

	FEDERAL	SUPPLY	CLASS	9500	
	OPTION	CNE			
FSC	NIIN	Est. Annual	Unit of	Vendors	TOTAL
		Quantity	Issue	Unit Price	PRICE
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4,73	\$ 1286.56
9505	002212650	34	FT	\$ 2.25	\$ 76.50
9505	005961404	330	FT	\$ ,14	\$ 46,20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ /30,00	\$ 1560,00
9510	001999330	80	FT	\$ 23.85	\$ 1908:00
9510	001890593	92	FT	\$ 15,50	\$ 1426.00
9515	002044583	116	SH	\$ /33,00	\$ 15428.00
9515	002044581	52	SH	\$ /66.00	\$ 8630,00
9515	002224364	20	PM	\$ 750.00	\$ 15,000.0

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9515	002044585	50	SH	\$ 108.00	\$ 5400,00
9515	002044622	4	PM	\$ 2740.00	\$ 10.960.00
9520	002774913	5588	11	\$ . 67	8 3743.96
9520	002774914	4000	FT	\$ ,85	\$ 3400,00
9520	002774934	1400	FT	\$ .57	\$ 798.00
9520	002777298	84	FT	\$ 4112	\$ 346.08
9520	002775986	2202	FT	\$ .40	\$ 880.80
9525	002777829	24	CL	\$ 602.00	\$ 14,568.00
9525	010798232	5	CL	\$ 225,00	\$ 450.00
9525	002776045	2	CL	\$ 150,00	\$ 300.00
9530	010295071	20	SL	\$ 1218.00	\$ 24,360.00
9530	010930048	20	FT	\$ 776.00	\$ 15.520.00
9530	010156939	2	EA	\$ 1/71.00	\$ 2342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ /33,00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5540,00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4,480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.20	\$ 6208.00
9535	011337372	22	PM	\$ 676.00	\$ 14,822.00
9540	005422699	3200	FT	\$ 2,54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8,20	\$ 721.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422749	100	FT	\$ 12.50	\$ 1750.00
9540	005422708	308	FT	\$ 3,95	\$ 1216.60
<u> </u>	TOTAL	N			219,620.94

10 and 10	OPTION	TWO	1		(4) (4) (5) (5) (6) (6) (6) (6) (6) (6) (6) (6) (6) (6
FSC	NIIN	Est. Annual	Unit of	Vendors	TOTAL
		Quantity	Issue	Unit Price	PRICE
9505	005541420	1000	LB	\$ 6,03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2,25	\$ 76.50
9505	005961404	330	FT	3 ,14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405,20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001B90607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	PT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15,50	\$ 1426,00
9515	002044583	116	SH	\$ /33.0.0	\$ 15428.00
9515	002044581	52	SH	9 /46.00	\$ 8632,00

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9515	002224364	20	PM	\$ 750.00	9 /5
9515	002044585	50	SH		
9515	002044622	4	PH	<u> </u>	
9520	002774913	5588	FT		
9520	002774914	4000	FT		
9520	002774934	1400	FT	<del></del>	
9520	002777298	84	FT		770,00
9520	002775986	2202	FT	E1.L5	0/0/00
9525	002777829	24	CL CL		3 90,80
9525	010798232	2	CL		11,000,00
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9530	010930048	20	FT	e / W/3.000_	37.380.00
9530	010156939	2	EA	7.76.00.	, , , , , , , , , , , , , , , , , , ,
9530	001078501	10	FT	e	337313
9530	010170817	44	FT	800.77	× × × × × × × × × × × × × × × × × × ×
9530	002382146	10	EA		<u> </u>
9530	002344488	10	EA	20000	
9535	002326880	118	SH	<u> </u>	22 10.00
9535	002777808	20	SH	4///23	1 7 7 1 0 77 1 S S S S S S S S S S S S S S S S S
9535	002326869	162	SH.	1009,00	1 / 01/30
9535	002326870	104	SH	70,00	
9535	011337372	22	PM PM		100000
-		1		\$ 676.00	* 14,872.00
9540	005422699	3200	FT	\$ 2,54	\$ 8/38.00
9540	005956701	400	FT	0/13	
9540	005422740	88	FT	\$ 8,09 \$ 8,20	1
9540	005422751	100	FT	\$ 14.32	- 767700
9540	005422708	308	FT	7713-	1938.00
9540	005422749	100	FT	\$ 17,50 \$ 3,95	1,730.00
-	1			3.75	\$ 1216.60
	TOTAL				219,620.94
	OPTION	THREE		sit.	217,620.7
FSC	MIIN		Unit of	Vendors	TOTAL
F3C		Est. Annual Quantity	I saue		TOTAL
9505	005543.420		LB	0113	9 / 120 0 /5
9505	005541420	1000		\$ 6,03	\$ 6030.00 3 128656
<u></u>	<del></del>	272	LB	\$ 4.73	14 / 5.00.00
9505	002212650	34	FT	3 2.25	\$ 76050
9505	005961404	330	FT	\$ ,14	\$ 46.20
0710	20100000			0 3 = 13	
9510	001890629	100	FT	35.13	1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ /30.00	1 / 3000
9510	001999330	80	FT	\$ 23.85	+
9510	001890593	92	FT	\$ 15.50	+ //CABD. U U
9515	002044583	116	SH	\$ /33.00	\$ 15428.00
9515	002044581	52	SH	\$ 166.00	\$ 8632.00

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9515	002224364	20	PM	\$ 750.00	\$ 15,000.00
9515	002044585	50	SH	\$ 108.00	\$ 5400.00
9515	002044622	4	PM		\$ 10960,00
9520	002774913	5500	FT	\$ .67	\$ 3743.96
9520	002774914	4000	FT		\$ 3400.00
9520	002774934	1400	FT	\$ .57	\$ 798.00
9520	002777298	84	FT	\$ 4.12	\$ 346.08
9520	002775986	2202	FT	\$ ,40	\$ 850.80
9525	002777829	24	CL	\$ 607.00	\$ 14568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00
9530	010295071	20	SL	\$ /2/8,00	\$ 24360.00
9530	010930048	20	FT	\$ 276,00	\$ 15.520.00
9530	010156939	2	EA	\$ //7/.00	\$ 2342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065,50
9530	010170817	44	FŢ	\$ /32.00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344408	10	EA	\$ 554.00	\$ 5540.00
9535	002326880	118	SH	\$ 119.25	\$ 14.071.50
9535	002777808	20	SH	\$ 224.00	\$ 4480.00
9535	002326869	1€2	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59,70	\$ 6208,00
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8,20	\$ 721,60
9540	005422751	100	FT	\$ 14,32	\$ 1433.00
9540	005422708	308	FT	\$ /7.50_	\$ 1750,00
9540	005422749	100	FT	\$ 3.95	\$ 1216.60
		.,,		<u> </u>	
	TOTAL				219620.94

Commission of the Commission o	OPTION	POUR			
FSC	MIIN	Est. Annual	Unit of	Vendors	TOTAL
		Quantity	Issue	Unit Price	PRICE
9505	005541420	1000	LB	\$ 6,03	\$ 6030,00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	IT	\$ a.as	\$ 76.50
9505	005961404	330	FT	\$ ,14	\$ 46.20
9510	001890629	40	FT	\$ 30.13	\$ 140520
9510	001881735	120	FT	\$ 33,87	\$ 4064.44
9510	001890607	12	FI	\$ 130.00	\$ 1560.00
9510	001999330	80	FT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 1550	\$ 1426.00
9515	002044583	116	SH	\$ /33,00	\$ 15428.00

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	002044581	52	SH	\$ 166.00	\$ 8632.00
9515	002224364	20	PM	3 750.00	\$ 15,000.00
9515	002044585	50	SH	9 108.00	8 5,400.00
9515	002044622	4	PM	3 2740,00	\$ 10 960,00
9520	002774913	5588	FT	\$ .67	\$ 3743.96
9520	002774914	4000	FT	\$ .85	\$ 3400.00
9520	002774934	1400	FT	\$ 057	\$ 798.00
9520	002777298	84	FT	\$ 4.12	5 346.08
9520	002775986	2202	FT	\$ .40	5 880.80
9525	002777829	24	CL	\$ 607.00	\$ 14568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00
9530	010295071	20	SL	\$ 1218.00	\$ 34360.00
9530	010930048	20	FT	\$ 776.00	\$ 15,520,00
9530	010156939	2	EA	\$ 1171.00	\$ 2.342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ /32.00	\$ 5808,00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5540.00
9535	002326880	118	SH	\$ 119.25	5 14,021,50
9535	002777808	20	SH	\$ 22400	5 4480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.70	\$ 6208.00
9535	011337372	22	PM	\$ 676,00	\$ 14.872.00
9540	005422699	3200	FT	\$ 2,54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8,00	5 221.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422708	308	FT	\$ /2.50	\$ 1750.00
9540	005422749	100	हा	\$ 3.95	\$ 12/6,60
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## II. BLOCK 25 OF SF 1449 IS COMPLETED AS FOLLOWS:

## **Statement of Work**

- 1. SCOPE The Fleet and Industrial Supply Center, San Diego (FISC-SD) is seeking to establish an Firm Fixed Price, Indefinite Delivery Type Contract (IDTC) for the commodities specified. The contractor shall provide a wide array of Federal Supply Class 9500, Metal Bars, Sheets and associated supplies as listed in the contract's item description section, Attachment (1) Disk. All specifications, service, and delivery requirements are defined in this Statement of Work.
- 1.1 Background The purpose of this contract is to improve supply system service to our customers while reducing the cost of supply system operations. FISC-SD is seeking to improve the availability, quality and delivery times of commercially available commodities to our customers. At the same time we will be reducing the burden on our warehouse and transportation systems. The ultimate effect is to support our customers more efficiently while saving taxpayer dollars by reducing the supply system infrastructure.

Our intent is to create a commodity contract initially for one customer and then add our other customer sites after the contract is in place and operational. FISC-SD currently has multiple customers and is actively pursuing more. The potential for this contract expanding in volume is highly probable, therefore during the term of this contract and for any subsequent option periods thereof, FISC-SD reserves the right to add ordering activities or to delete ordering activities within the Western region of the United States.

#### 1.2 Applicable Documents

Attachment (1) - Diskette (Description of Items)

Attachment (2) - List of Authorized Ordering Officers

Attachment (3) - List of Delivery Destination/Receiving points

#### 2. REQUIREMENTS

2.1 The contractor will provide and deliver all items ordered from the list of items specified in Attachment (1) by one of the designated FISC Ordering Officers (OO) within the time requirements of this contract. The items are a listing of those historically ordered by FISC-SD and their customers. Offerors are required to

scan the list and place a check mark (yes or no) by each item in their inventory. The diskette shall be returned with their offer and will be used in the evaluation criteria.

2.1.1 Ordering Hours - The contractor will establish hours of operation, that, as a minimum, coincide with those of FISC-SD and its' partner sites. The current FISC-SD core hours of operation are from 07:00 to 16:00, Monday through Friday. The contractor will also provide a means to receive emergent requests from the Ordering Officers after normal hours of operation and on weekends. The alternate means to receive emergent orders can be either a pager number or a FAX number that can be accessed during other than normal business hours.

#### 2.2 Order Process and Packaging

- 2.2.1 Ordering Officers The Ordering Officers are responsible for issuing all Delivery Orders (DOs) under this contract. The Ordering Officers will be designated (see attachment (2)) and trained by the Government. Under the scope of this contract, Ordering Officers are permitted to negotiate changes to DOs only, and have no authority to modify any provision of the basic contract. Ordering Officers may enter into mutual, no-cost cancellations of individual DOs under this contract and may reduce the scope of the individual DOs. Any requests for deviation from the terms and conditions of the contract shall be submitted to the Procurement Contracting Officer (PCO) for contractual action. Only the PCO can modify the terms of the contract.
- 2.2.2 Ordering Process Purchases, which are referred to as DOs, will be placed by FISC-SD Ordering Officers and received by the contractor utilizing either Electronic Data Interchange (EDI) or by FAX (at the option of FISC-SD). The exact method of EDI transmission to be utilized is as yet to be determined by FISC-SD, but will be required to be used by the contractor upon system determination.
- 2.2.3 Shipments Each delivery order will be consolidated into a single package, when feasible, and clearly marked with the Delivery Order number. If multiple packages are necessary then each package will be marked with all relevant shipping information to include the Delivery Order number and number of total packages in the shipment. Each package will have a Delivery Order label that describes the contents and value of the package.

## 2.2.4 Partial Shipments and Substitutions

- 2.2.4.1 Partial Shipments Those shipments that are delivered short of all items ordered, or left in an "open" status pending shipment of the balance, are not permitted. The contractor shall notify the Ordering Officer by phone when the entire quantity ordered cannot be provided. If the Ordering Officer indicates acceptance of a decreased quantity shipment, the contractor is authorized to ship the decreased quantity. The contractor will then line out the original quantity ordered and the corresponding value on the Delivery Order label and notate the new quantity and value before affixing the label to the package. A duplicate Delivery Order label must be annotated with the same information as above and the name of the Ordering Officer with the date of approval of the partial shipment. This label shall be affixed on an Exceptions/Signature form and submitted with the package to Receiving. Under no circumstances will payment for quantities in excess of the quantities stated on any Delivery Order be authorized. Over shipments will be treated in accordance with FAR clause 52.211 - 17 "Delivery of Excess Quantities" - September 1989.
- 2.2.4.2 Substitutions The contractor shall notify the Ordering Officer by phone of intent to offer a substitute item. (For purposes of this contract a substitute item is defined as an alternate item that meets or exceeds the form, fit, function, and quality requirements of the original item ordered). If the Ordering Officer indicates acceptance of the substitute item for delivery, the contractor shall line out the original part number, value, and description on the Delivery Order label and notate the substitute information, if different, before affixing the Delivery Order label to the package. Another label with the same information shall be affixed to an Exceptions/Signature form and submitted with the package to Receiving.
- 2.2.4.2.1 Receiving Substitutions FISC-SD and its Partners/Customers reserve the right to return any substituted items that, after customer receipt, has been determined to be "not acceptable" or has been provided by the contractor without prior approval of the Ordering Officer at no cost to FISC-SD or its partner sites.

#### 3.0 DELIVERY

3.1 Normal Delivery Schedule - The normal ordering and delivery cycle under this contract is to be five (5) working days. The contractor shall deliver the items ordered hereunder to the designated receiving area within five working days of the order

date. Under no circumstances will the items be delivered after the five day period unless pre-approved by the Ordering Officer. If delivery of the items will exceed the five day period, then the Government reserves the right to purchase the items from another vendor.

- 3.2 Emergent Delivery Schedule Emergent deliveries imply 24 hour delivery from the time the order is placed. When items are needed to fill an urgent Government requirement, the Government reserves the right to purchase the emergent need from another vendor if the contractor cannot meet the required emergent delivery schedule.
- 3.3 Time of Delivery The contractor shall deliver all items under this contract during the normal work day of our partner site(s), between the hours of 0700 and 1600 local time unless another predetermined schedule has been approved by our partner site. Items whose delivery fall on a weekend or holiday shall be delivered on the following work day. A "delivery window" may be established for each site after contract is awarded if it is determined to be mutually beneficial to the Government and the contractor.
- 3.3.1 Noncompliance of Delivery Schedule The contractor shall assume full responsibility for any orders that have to be canceled due to noncompliance with the delivery requirements. The contractor will notify the Ordering Officer immediately by phone if unable to meet the delivery schedule.
- 3.4 Place of Delivery (FOB Destination) The contractor shall transport and deliver all items furnished under this contract expense (FOB destination). Direct delivery to the Ordering Officer is strictly prohibited. The Delivery Orders will specify the delivery destination/receiving point.
- 3.5 Unloading of Shipments The contractor will coordinate with the Ordering Officer all manpower and equipment needs for the purpose of unloading the shipment. The contractor will place items on a pallet, where feasible, to facilitate off loading.

#### 4.0 CANCELLATION AND MATERIAL RETURNS

4.1 Contractor Cancellations - The contractor shall notify the Ordering Officer immediately by phone if he/she is unable to fill an order. The contractor shall affix the DO label to an Exceptions/Signature form (as described in section 2.2.4.1) to be returned with the next scheduled delivery unless otherwise stipulated by the Ordering Officer.

- 4.2 Ordering Officer Cancellations The Ordering Officer can cancel a DO up to the point when the full order is loaded by the contractor. The contractor will acknowledge the cancellation request by not shipping the order. Additionally, the contractor will affix the canceled DO label to an Exceptions/Signature form (as described in section 2.2.4.1). If the ordered material has already been shipped by the time the Ordering Officer requests a cancellation, then the return process described in section 4.3 will apply.
- 4.3 Returns The Government may return regularly stocked items for credit (defective or otherwise) up to 15 days after the date of delivery. Accepting returns after the 15 day period will be at the discretion of the contractor, unless there is a latent defect or other reasonable cause.
- 4.4 Restocking Fee The contractor may apply a restocking fee to canceled or returned items if the items were ordered incorrectly by the Ordering Officer and the manufacturer requires a restocking fee. The Exception/Signatures form shall be used to communicate this change.

#### 5.0 INVOICE/PAYMENT PROCESS

- 5.1 Invoices The contractor will provide a monthly summary invoice to each Ordering Officer for all shipments made during that period. The Ordering Officers will review and approve the invoice. If a discrepancy exists, the invoice will be resolved at that time.
- 5.2 Payment The primary payment method for this contract will be by Government Credit Card. When the DO is placed, a FACSIMILE copy of the SF1149 will be sent to the vendor. The original SF1149 will remain on file at the ordering activity for audit purposes. At the time of shipment the vendor is required to call the Ordering Officer who will issue the card number. The only one authorized to receive a copy of the order is the designated vendor.

FISC-SD reserves the right to invoke an automated invoice system whereby FISC-SD will generate and forward the invoice and payment directly to the contractor. Upon receipt, the contractor will review the invoice for accuracy and immediately notify the Ordering Officer of any discrepancies. The invoice will be deemed correct unless a Notice of Discrepancy is provided to the Ordering Officer within 10 working days after receipt of payment. This system is not

<u>currently in place</u>. Payment shall in no way constitute final acceptance.

Alternate vendors can be sought for emergent requirements under \$2,500 that cannot be filled by the contractor within the time requirements needed.

#### 6.0 OTHER CONSIDERATIONS

- 6.1 Contractor Points of Contact (POC): The contractor shall give written notice to the Contracting Officer, in advance, of any changes in the contractor's personnel (to include all relevant phone and fax numbers) responsible for providing the following:
- a. Contract coordination (liaison functions) for customer support problems.
- b. Technical assistance (product specifications, functionality, etc.)
  - c. Packing and shipping operations
- 6.2 Plant Access The contractor shall, during normal business hours, grant to the Contracting Officer or their authorized representative, plant access to the contractor's facility in which work under this contract is being performed. The Government personnel must have complied with the visit planning and coordination requirements of FAR 42.402 prior to arranging the visit.
- 6.3 Pricing/Discount While the unit price proposed at the time of the award will not be binding throughout the life of the contract, and is only used for evaluation purposes, the unit price quoted (at the time of the order) to the Government shall be as low or lower than those charged to the Contractor's most favored customer for comparable quantities under similar terms and conditions. The price shall be FOB Destination. When the Government orders items in quantities that enable the Contractor to receive special manufacturers' discount, the Contractor shall pass these discounts on to the Government. When the Contractor can obtain an item from more than one source, he agrees to provide the lowest priced available. See III-Contract Terms and Conditions "Commerciality of Pricing",
- 6.4 Price Comparison The government reserves the right to compare the submitted retail price against other vendor pricing. If the contracted retail prices are significantly higher than other vendors, greater than 10%, the Government has the right to utilize another source for those item(s).

#### III. APPLICABLE CONTRACT CLAUSES:

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS. (MAY 1997)

ADDENDUM TO FAR 52.212-4. The following clauses are hereby incorporated by reference or full text as appropriate.

#### COMMERCIALITY OF PRICING

Individual delivery order prices will be based on parameters (including discounts and markdowns) offered commercial entities with most-favored status for like items and quantities. During the term of the ordering period, the contractor shall maintain a complete record of the pricing parameters for individual delivery orders.

Periodically, upon 5 day notice, the Contracting Officer's Representative will be provided access to the records of pricing parameters for the purpose of confirming commercial pricing. Access will include both the pricing parameters for the individual delivery orders plus any supporting documentation (such as supplier quotes, invoicing of commercial accounts for similar items, etc.).

In the event the periodic reviews establish delivery order pricing exceeding the parameters applied for commercial entities with most-favored status, the Contractor agrees the pricing will be reduced accordingly. Any reduction in pricing will include applicable direct or indirect expenses and profit markup.

Simple interest on the amount of overpricing will be computed from the date of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2).

In the event of disagreements on either the magnitude of the overpricing or the existence of overpricing, the disagreement will be will considered a matter of dispute and will be subject to the provisions of FAR 52.233-1, DISPUTES (OCT 1995).

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUL 1995) -- ALTERNATE I (OCT 1995)

52.211-5 NEW MATERIAL. (MAY 1995)

#### DESIGNATION OF ORDERING ACTIVITIES

The following Naval activities are hereby authorized to place delivery orders:

Activity: Fleet and Industrial Supply Center

Mailing Address: 937 North Harbor Drive, San Diego, CA.

The Contracting Officer will issue a letter to the contractor coincident with contract award listing the authorized ordering officer(s) by name. The authorized ordering officer is responsible for issuing and administering any orders placed hereunder. Ordering officers have no authority to modify any provisions of the basic contract. Any deviations from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Terminations of delivery orders for convenience or for default shall be issued only by the PCO.

## 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Dec 1997 through 30 Sept 1998.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## 52.216-19 DELIVERY ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$5,000.00;

- (2) Any order for a combination of items in excess of \$5,000.00; or
- (3) A series of orders from the same ordering office within one [3] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one [1] day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-21 REQUIREMENTS. (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the contract.

CAUTION: Although this is a requirements contract per clause 52.216-21, offerors are notified that the estimated contract usage is based upon historical data. The usage is our best indicator of prior volume. The actual dollar amount during performance may vary dramatically upwards or downwards based on ships' movements and repair requirements.

# SUP 5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (OCT 1996).

- (a) Oral orders may be placed provided the following conditions are complied with:
- (1) No oral order will exceed \$100,000.00 or such lessor amount as may be specified elsewhere in the schedule of this contract.
- (2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and delivery or performance date.
- (3) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
- (4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

- (5) Written confirmation of oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.
- 5252.216-9403 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS (JAN 1992) (NAVSUP)

Written orders (on Standard Form 1449) will contain the following information consistent with the terms of the contract:

- (a) Date of Order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
  - (d) Delivery or performance date.
  - (e) Place of delivery or performance (including consignee).
  - (f) Packaging, packing and shipping instructions if any required.
  - (g) Accounting and appropriation data.
  - (h) Inspection, invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

## 52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

# 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--MAR 1989-- VARIATION

(a) The Government may extend the term of this contract by written notice to the Contractor within before the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option provision. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

#### Period of Performance

This contract shall become effective on <u>01 Dec 1997</u> or date of award whichever is later, and shall continue in effect during the period ending <u>30 September 1998</u>.

#### Period of Performance, Option I

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 1998 to 30 September 1999.

## Period of Performance, Option II

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 1999 to 30 September 2000.

#### Period of Performance, Option III

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 2000 to 30 September 2001.

## Period of Performance, Option IV

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 2001 to 30 September 2002.

## CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

- 1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data,
  - b. Freedom of Information inquiries,
  - c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
  - d. Arranging the post award conference (see FAR 42.503).

Name: Mary O'Brien

Address:Fleet and Industrial Center, Contracts Division 937 N. Harbor Drive, San Diego, CA 92132-0060 Phone: (619)532-2657

 CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name:Fleet and Industrial Supply Center, Regional Contracts Address:Same as above

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: Not Applicable

Address:

#### Phone:

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: Stated on Individual Delivery Orders Address:

#### Phone:

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- 5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
  - a. Liaison with personnel at the Government installation and the contractor personnel on site;
  - b. Technical advice/recommendations/clarification on the statement of work;
  - c. The statement of work for delivery/task orders placed under this contract;
  - d. An independent government estimate of the effort described in the definitized statement of work
  - e. Quality assurance of services performed and acceptance of the services or deliverables;
  - f. Government furnished property;
  - g. Security requirements on Government installation;
  - h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
  - i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS

BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: Tim Pentaleri

Address: Fleet and Industrial Supply Center

Material Management
937 North Harbor Drive
San Diego, CA 92132

Phone: (619) 532-4336

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: Address:

Phone:

- 6. <u>COMMODITY MANAGER</u> is assigned by the requiring activity, and is responsible for the following:
  - a. Two to four times annually, the Commodity Manager will request the Contracting Officer to obtain access to the Contractor's records. Contractor's pricing parameter records will be reviewed to ensure the Government has been offered pricing consistent with commercial clients with "most favored" status.
  - b. A written summary of the results of the review will be provided to the Ordering Officer. In the event the review establishes incidents of overpricing, the Commodity Manager will provide to the Ordering Officer within 5 working days detailed report documentation.
  - c. In the event of an overpricing incident, the Commodity Manager will work with the Ordering Officer to obtain a pricing remedy.

Name: Tim Pentaleri

Address: Material Management

Phone: (619) 532-4336

## 7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order.
- d. Authorization for use of overtime.
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The Ordering Officer is further required to review results of Commodity Manager's Overpricing Review Report and in the event of an overpricing incident, initiate remedial action with the Contractor.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to pricing arrangements;
- b. No order shall be placed in excess of "unlimited" without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of "unlimied"

Name: Fleet and Industrial Supply Center

Address: 937 North Harbor Drive

Phone: San Diego, Ca 92132

## POINT OF CONTACT AT INDUSTRIAL METAL SUPPLY CO.

TODD COHEN (619) 277-8200

5252.246-9401 STANDARD COMMERCIAL WARRANTY (OCT 1995) NAVSUP

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

52.247-34 F.O.B. DESTINATION. (NOV 1991)

PLACE OF DELIVERY (F.O.B. DESTINATION)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled F.O.B. DESTINATION, FAR 52.247-34, to various FISC and partner sites in the San Diego, CA. area as designated on Individual Orders.

- 52.222-20 WALSH HEALEY PUBLIC CONTRACTS ACT--DEC 1996
- 52.211-17 DELIVERY OF EXCESS QUANTITIES--SEPT 1989
- 52.232.33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (AUG 1996)
- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-3 , Convict Labor (E.O. 11755); and
  - (2) 52.233-3 , Protest After Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement

provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- $\underline{X}$  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- $\underline{X}$  (2) 52.203-10 , Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- $\underline{X}$  (3) 52.219-8 , Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- $\underline{X}$  (4) 52.219-9 , Small , Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
  - X (6) 52.222-26 , Equal Opportunity (E.O. 11246).
- $\underline{X}$  (7) 52.222-35 , Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- $\underline{X}$  (8) 52.222-36 , Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- $\underline{X}$  (9) 52.222-37 , Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- \_\_ (10) 52.225-3 , Buy American Act--Supplies (41 U.S.C. 10).
- $\underline{X}$  (11) 52.225-9 , Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
  - (12) Reserved.
- (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- (14) 52.225-19 , European Union Sanctions for Services (E.O. 12849).

(15)(i) 52.225-21 , Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
(15)(ii) Alternate I of 52.225-21 .
$\underline{X}$ (16) 52.239-1 , Privacy or Security Safeguards (5 U.S.C552a).
(17) 52.247-64 , Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).
(This acquisition is being conducted under delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is).
(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
(Contracting Officer check as appropriate.)
(1) 52.222-41 , Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
(2) 52.222-42 , Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43 , Fair Labor Standards Act and Service Contract ActPrice Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(4) 52.222-44 , Fair Labor Standards Act and Service Contract ActPrice Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(5) 52.222-47 , SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this

contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
  - (1) 52.222-26 , Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36 , Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (FEB 1997)

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.
- X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
  252.206-7000 Domestic Source Restriction (10 U.S.C.

2304).

- 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (\_\_Alternate I)(Section 9004, Pub. L.101-165(10 U.S.C.2301(repealed) note)).
- 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (\_\_\_\_Alternate I) (15 U.S.C. 644).
- X 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- X 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (\_\_\_Alternate I) (Section 9004, Pub. L. 101-165(10 U.S.C.2301 (repealed) note)).
- X 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (\_\_\_Alternate I) (15 U.S.C. 644).
- 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).
  - X 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582).

 $\underline{x}$  252.225-7012 Preference for Certain Domestic Commodities.

252.225.7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. (a)(3)).

\_\_\_\_\_ 252.225-7036 North American Free Trade Agreement Implementation Act.

252.227-7015 Technical Data-Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).

 $\underline{X}$  252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

 $\underline{X}$  252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225.7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

## IV. ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS.

- Attachment (1) Item Description 3.5" Diskettes in Microsoft Excel Version 5.0, File Name 9500 List.xls
- Attachment (2) List of Authorized Ordering Officers
- Attachment (3) List of Delivery Destination/Receiving Points
- Attachment (4) CERTIFICATE OF MOST-FAVORED CUSTOMER PRICING (Page 37A, Amendment 0001)

# Attachment 2

# List of Authorized Ordering Officers:

SIMA - SD Code 4500 3755 Brinser St, Suite 1 San Diego, Ca. 92136-5299

Cathy Miller 556-2151 556-2156 (fax)

Teo Cruzado 556-2160 556-2156 (fax)

Debra Crowder 556-2151 556-2156 (fax)

## Attachment 3

List of Delivery Destinations/Receiving Points

SIMA-SD 3755 Brinser St, Bldg 3418 San Diego, Ca. 92136-5299

SIMA-SD 3755 Brinser St, Bldg 61 San Diego, Ca. 92136-5299